

THIS GRANT IS ENTERED INTO BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE, "(DEPARTMENT)", AND LEON COUNTY BOARD OF COUNTY COMMISSIONERS, "(GRANTEE)".

1. **Period of Performance:** The effective date of the grant is January 1, 2004 and shall end on December 31, 2004.
2. **Type of Grant:** This is a fixed price grant.
3. **Circulars and Common Rules:** The grantee shall be in accordance with the following Circulars:

Administrative Requirements: OMB Circular A-102, "Grants and Cooperative Agreements with State and Local Governments," OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations."

Allowable Cost: OMB Circular No. 87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations."

Audit Requirements: OMB Circular A-133, "Audits of State, Local Governments, and Nonprofit Institutions."

4. **Method of Payment:**

The department will pay the grantee delivery of service units (Attachment I) provided in accordance with the terms of this grant for a total dollar amount not to exceed \$100,000 subject to the availability of funds.

- a. The department will pay only those grant costs agreed to in the grant. The department will not be responsible for any cost incurred prior to execution of the grant. Only grant costs incurred on or after the effective date and on or prior to the termination date of the grant are eligible for payment.
- b. Payment shall be requested on a monthly basis on the invoice forms provided by the Department.
- c. The grantee shall request payment through submission of a completed invoice to the grant manager by the 10th of each month following the month in which services are rendered. Failure to submit the invoice by the 10th may result in reduction of payment for services and/or termination.
- d. **Final Payment:** The grantee shall submit the final invoice for payment to the department no more than 30 days after the grant ends or is terminated; if the grantee fails to do so, all rights to payment are forfeited, and the department will not honor any requests submitted after the time period.

- e. **Obligation of Funds:** Grant funds shall be expended in accordance with the approved budget. Funds shall be obligated/encumbered by the end of the grant performance period. Funds shall be expended 30 days after the initial grant period. The Department will not provide funding for any obligations incurred by the grantee after the end of initial grant period.
4. **Minority Business Enterprise:** The grantee shall provide minority business enterprises (MBEs) an opportunity to participate in grant performance. A MBE subcontractor is defined as a business certified by the Florida Office of Supplier Diversity to be a Certified Minority Business Enterprise. Minority vendors can be located by contacting the Office of Supplier Diversity at (850) 487-0915 or by visiting their website <http://mbaao.fdles.state.fl.us>.
5. **Reporting Requirement:** The grantee shall comply with the following time period for reporting:

<u>Reports</u>	<u>Frequency</u>	<u>Due Date</u>
Invoices	Monthly	10 th of the Month
Monthly Expense Report	Monthly	10 th of the Month
Monthly Activity Report	Monthly	10 th of the Month
Monthly Census Report	Monthly	10 th of the Month
Prevention Policy Board Members Roster	Quarterly	10 th of the Month following the quarter
Prevention Policy Board Meeting, Actions, and Activities	Annually	December 31, 2004
Annual Performance Report	Annually	December 31, 2004

Failure to comply with reporting requirements may result in termination of the grant. Final payment shall be withheld pending receipt of all reports.

7. **Data Collection**

The provider will collect client specific data on all youth served in the program. The provider will enter data into the Juvenile Justice Information System (JJIS) Prevention Web. The JJIS Prevention Web requires the provider to have a computer with dedicated phone line. Each youth will also be screened to determine whether the youth meets the goals of the DJJ *Delinquency Prevention Plan*. All information on youth will be collected in hard copy format until the provider is connected to the JJIS Prevention Web. Failure to comply with reporting requirements will result in non-payment or termination of the grant.

8. **Confidentiality:** The grantee, its agents, employees or subgrantees will not use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state statutes and any applicable federal regulations (45 CFR, Part 205.50) except upon written consent of the recipient, or his/her responsible parent or guardian when authorized by law.
9. **Commencement of Project:** If a project is not operational within 60 days of the grant effective date, the grantee shall report by letter to the grant manager the steps taken to initiate the grant, the reasons for delay, and the expected starting date. Failure to submit notification within 60 days may

result in grant termination. The Program Director may extend the implementation date of the grant past the 60-day period. When this occurs, the grant files and records must so note the extension.

If a project is not operational within 90 days of the grant effective date of the grant period, the grantee must submit a second statement to the Program Director by certified mail explaining the implementation delay. Upon receipt of the 90-day letter, the Program Director may cancel the grant and reallocate the funds.

10. **Grant Amendments:** Grants may be amended only upon execution of a formal written agreement signed by both parties and with adequate justification. Amendments are effective on the last date signed and will not be made retroactive.

Grantee shall obtain prior written approval from the grant manager for changes in the grant including but not limited to:

Changes in project activities, designs or research plans set forth in the approved grant.

Reallocation of budgeted expenditures or reduction in expenditures. Under no circumstances can transfer of funds increase the total approved award.

Ten percent (10%) may be reallocated without grant manager approval within/between already approved budget categories once during a six-month period. The grant manager must be notified within (30) days in writing of the budget changes.

11. **Travel:** All travel reimbursement for in-state travel in excess of 100 miles from program location shall be based upon written approval of the grant manager prior to the travel.

The cost of all travel shall be in accordance with Section 112.061, Florida Statutes.

All travel reimbursement for out-of-state shall be based upon written approval of the grant manager prior to the travel.

Grantee shall send a representative to any required technical assistance training provide by the Department.

12. **Training:** The grantee shall ensure that each of their project staff has received training in child abuse and neglect (e.g., detection, reporting, prevention and counseling), confidentiality requirements and how to handle emergencies on the job.

The grantee shall maintain a record of all training, conference, staff meeting or continuing education for all employees.

13. **Property.** All property and equipment purchased with grant funds in the amount of \$1,000 shall be vested with the department. All such property and equipment shall be returned to the department at the termination of the grant. **The department will withhold final payment to the grantee until all property is returned.** The grantee shall comply with Section 273.02, Florida Statutes. Property purchased with grant funds above \$1,000 shall be listed on Annual Inventory Form provided by the Department.

14. **Information Technology Standard:** Grantee shall receive written approval from the department prior to the purchase of any Information Technology Resource (ITR) made as part of this grant.

The grantee shall secure prior written approval by means of an Information Resource Request (IRR) form before the purchase of any ITR. The form is available from the grant manager. The grant manager is responsible for serving as the liaison between the grantee and Information Systems during the completion of the IRR/ITR process. ITR are data processing hardware, software, services, supplies, maintenance, training, personnel and facilities. The grantee shall not be reimbursed for any ITR purchases made prior to obtaining the department's written approval.

15. **Supplanting:** The grantee shall not use funds provided by the Department to replace funds from other funding sources.
16. **Commingle:** Grantee shall establish a system to provide adequate fund accountability for each project that is awarded.
17. **Lobbying:** Grantee shall comply with the provision Section 216.347, Florida Statutes, which prohibits the expenditure of grant funds for lobbying the Legislature, judicial branch or a state agency.
18. **Background Screening:** The grantee shall comply with the Department of Juvenile Justice, Office of the Inspector General's Statewide Procedure on Background Screening for Employees, Providers, and Volunteers. The grantee shall comply with the requirements for background screening as mandated in Section 985.01, Florida Statutes.

Background screening results must be submitted with the initial reimbursement. Reimbursements will be withheld for an employee who has not received a favorable preliminary screening or a favorable final screening within six (6) months. Failure to comply with the department's background screening procedure may result in cancellation of the grant.

19. **Incident Reporting:** The Provider shall comply with the Department of Juvenile Justice, Inspector General's Statewide Incident Reporting Procedure. Failure to comply with this procedure could result in cancellation of the grant.
20. **Annual Financial Audit:** The grantee shall have an annual audit of the grant-funded program in accordance with the Rules of the Auditor General, Chapter 10.600 Audits of State Grants and Aids Appropriations, promulgated pursuant to Section 11.45, Florida Statutes. If the amounts received do not exceed \$25,000, a sworn affidavit from the agency head must be submitted stating the program has complied with provision of the grant. The annual audit is due no later than 120 days after the close of the grantee fiscal year.
21. **Audits and Records:** The grantee shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this grant. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by state and federal personnel and other personnel duly authorized by the Department.

The grantee shall maintain and file with the Department such progress, fiscal, inventory reports, and other reports as the Department may require within the period of this contract, to include all audit and record keeping requirements in all approved subcontracts and assignments.

22. **Retention of Records:** The grantee shall retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this

grant for a period of five (5) years after termination of this grant. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

23. Persons duly authorized by the Department shall have full access to and the right to examine any of said records and documents during said retention period or as long as records are retained, which ever is later
24. **Indemnification:** Pursuant to Section 768.28, Florida Statutes, the grantee shall indemnify and hold harmless the Department of Juvenile Justice, upon notice, for any liabilities caused by the grantee or its employees' or agents' negligent or tortious acts or omissions within the scope of this grant to the limits of sovereign immunity.
25. **Insurance:** The grantee shall provide adequate insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this grant. State agencies shall comply with Section 768.28, Florida Statutes and verification of liability insurance shall be provided upon request. Payment will be withheld until proof of insurance has been forward to the grant manager.
26. **Immigration and Nationality Act:** If the grantee knowingly employs unauthorized aliens, The Department will consider this a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this grant.
27. **Monitoring:** The grantee shall permit persons duly authorized by the Department of Juvenile Justice to inspect any records, papers, documents, facilities, goods and services relevant to the grant program. This includes interviews with any client or employee of the grant program.
28. **Termination for Convenience:** This grant may be terminated by the grantee upon no less than ninety (90) calendar days notice, without cause, at no additional cost, unless a different notice period is mutually agreed upon by both parties. The grantee must be operating in a state of compliance with the terms and conditions of the grant at the time the notice is issued and must remain compliant for the duration of the performance period. The grant may be terminated by the Department upon no less than thirty (30) days' notice, without cause, at no additional cost, unless different notice period is mutually agreed upon by the parties.
29. **Termination for Default:** The department may, by written notice to the grantee, terminate this grant upon notice. Waiver of breach of any provisions of this grant shall not be deemed to be a waiver of any other breach and shall be construed to be a modification of the terms of this grant. The provisions herein do not limit the department's right to remedies at law or to damages. All termination notices shall be sent by certified mail, or other delivery service with proof of delivery.
30. **Equal Employment Opportunity (EEO):** No person, on the grounds of race, creed, color or national origin shall be excluded from participation in, be refused benefits of, or otherwise subjected to discrimination under grants awarded pursuant to Title IV of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973 as amended; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; Section 654 of the Omnibus Budget Reconciliation Act of 1981.
31. **American with Disabilities Act 1990:** Grantee shall comply with the requirements of the American with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.

32. **Assignment and Subgrants:** The grantee shall not assign responsibility of this grant to another party or subgrant for any of the work contemplated under this grant without written approval of the department. No such approval by the department of any assignment or subgrant shall be deemed in any event to provide for the department incurring any obligation in addition to the total dollar amount agreed upon in this grant.
33. **False Claim Act:** False claims submitted in connection with this grant are subject to civil penalties and damages under "Florida False Claims Act," Section 68.082, Florida Statutes.
34. **Ownership of Data and Creative Material:** Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this grant is governed by the terms of the Office of Justice Programs Financial Guide.
35. **Publication or Printing of Reports:** Responsibility for the direction of the grant activity will not be ascribed to the grantor agency or the department. Any publication produced under this grant shall contain the following wording: *"This publication is partially funded by funds awarded by the U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention, and the Florida Department of Juvenile Justice."* Any publication shall include the following statement: "The opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the Department of Juvenile Justice." The receipt of the grantor agency funding does not constitute official recognition or endorsement of any work performed under the grant.
36. **Access to Records:** Persons duly authorized by the department and federal auditors shall have full access to books, documents, papers and records of the grantee and subgrantee for the purpose of audit and examinations according to the U.S. Department of Justice, Office of Justice Programs, Office of the Comptroller, Financial Guide.
37. **Non-Procurement, Debarment and Suspension:** The grantee shall comply with Executive Order 12549, Debarment and Suspension. These procedures require the grantee to certify it shall not enter into any lower tiered covered transaction with a person who is debarred suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the department.
38. **Renewal:** This grant may be renewed on a yearly basis for no more than two (2) years or for a period no longer than the term of the original grant. Such renewal shall be contingent upon satisfactory performance evaluation as determined by the department and shall be subject to the availability of funds. The total cost for the first renewal will not exceed **\$100,000** and the total cost for the second renewal will not exceed **\$100,000**. Each renewal shall be confirmed in writing and shall be subject to the same terms and conditions set forth in the initial grants. Renewals may be granted on a fixed-price basis, contingent on provider performance.

In witness thereof, the parties affirm they each have read and agree to the conditions set forth, have read and understand the document in its entirety and have executed this grant by their duly authorized officers in the date, month and year set out below.

Corrections including strikeovers, whiteout, etc., on this page are not acceptable.

Grantee
Authorized Official

By: _____

Type Name and Title: _____

Date: _____

FEIN Number: _____

State of Florida
Department of Juvenile Justice

By: _____

Type Name and Title: Francisco J. Alarcon, Deputy Secretary

Date: _____

TARGETED COMMUNITY ACTION PLANNING (TCAP) DELIVERABLES

Activity	Number of Units	Cost Per Unit	Total
Pre-Operational Services January –February 2004	2	\$6,000	\$12,000
Mentoring March – December 2004	10	\$3,850	\$38,500
Tutoring March – December 2004	10	\$3,850	\$38,500
Family Workshops March – December 2004	4	\$2,500	\$10,000
Final Report	1	1,000	\$1,000
Total			\$100,000